

**Fort Bend County Tabulation**  
**Bid 20-092**  
**COVID-19 Testing Services for Fort Bend County Health and Human Services**

**Term: through December 31, 2020**

**Recommendation: low bid per item**  
**(Funding: COVID19 Grants)**

<b>Bidder</b>	<b>Mobile Testing Services, Bid Price per each test</b>	<b>Designated Site Testing Services, Bid Price per each test</b>	<b>Form 1295</b>
Fort Bend Family Health Center, Inc. dba AccessHealth, Richmond, TX	\$66.31	\$66.31	Yes
Dentrust Dental Texas, P.C. Pipersville, PA	Disqualified: Did not provide bid pricing as required.	No Bid	
Fulgent Therapeutic LLC, Temple City, CA	Disqualified: Did not provide proof of insurance. Did not provide bid pricing as required.	Disqualified: Did not provide proof of insurance. Did not provide bid pricing as required.	
Doctors Hospital 1997 LP dba United Memorial Medical Center, Houston, TX	Disqualified: Did not provide proof of insurance.	Disqualified: Did not provide proof of insurance.	



Fort Bend County Purchasing Department  
301 Jackson Street  
Richmond TX, 77469

To whom it may concern:

AccessHealth is a Federally Qualified Health Center (FQHC) system dedicated to providing quality and affordable healthcare for all. During the past few months of the COVID-19 pandemic, AccessHealth has expanded our operations beyond clinic walls, to provide COVID-19 testing services to Fort Bend County. We are pleased to submit our bid proposal for COVID-19 Testing Services for Fort Bend County Health and Human Services BID 20-092.

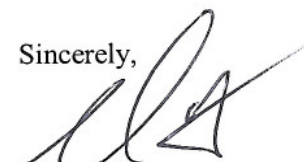
In order to meet the immediate needs of our County, AccessHealth has structured our operations to provide testing and results correspondence in a timely and professional manner. To date, we have successfully administered approximately 26,000 individual tests while receiving a complaints response from less than 0.16% of the tested population. Our network of qualified staff and administration continue to deliver quality customer service, while maintaining outcome-focused and fiscally responsible standards. Apart from expanding technical infrastructure to scale operations, we have designated 44 employees including testing site staff, administrative staff, executive leadership & directors, physicians, nurses, medical assistants, reporting & analytics, information technology, and marketing professionals, to conduct and manage nearly 700-1000 individual tests per day.

At all of our COVID-testing sites, we coordinate the procurement and delivery of testing kits and conduct supervision of all administrative and technological constituents. As an FQHC, our negotiated laboratory services process at a rate nearly \$70-\$100 less per test, than that of similar services offered directly to the County. In addition to our testing sites and partnered lab services, we house, administrate, and supervise a call center that is equipped with personnel and facilities to specifically support the high demand of COVID-testing related inquiries, scheduling and results follow-up. In the case of positive test results, our designated physicians, nurses, and certified medical staff contact patients to convey results, answer any questions, and communicate the necessary protocol to follow.

Our partnership with Fort Bend County Health and Human Services has allowed us to better inform our community members by providing the County with daily testing results, updates to clearance testing data, requested lab result forms and ad hoc testing/data requests.

As the only federally qualified safety net system in Fort Bend County, AccessHealth is devoted to the advancement and utilization of our services in response to the crucial needs of our community members. We understand our responsibility to reach all Fort Bend residents and therefore, with direction from Fort Bend County Health and Human Services, we have expanded our testing abilities to be performed at mobile testing sites. We are dependable custodians of the funding we receive and are dedicated to conducting top-tier services, regardless of where County residents are located.

We appreciate Fort Bend County's consideration to extend our partnership and to allow us to continue providing this essential service during a pandemic.

Sincerely,  
  
Michael R. Dotson  
Chief Executive Officer

400 Austin Street  
Richmond, Texas 77469  
(281) 342-4530  
[www.myaccesshealth.org](http://www.myaccesshealth.org)



**Fort Bend County, Texas  
Invitation for Bid**



**COVID-19 Testing Services for Fort Bend County Health and Human Services  
BID 20-092**

**SUBMIT BIDS TO:**

Fort Bend County  
301 Jackson  
Richmond, TX 77469

**Note: All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery.**

**SUBMIT NO LATER THAN:**

Tuesday, June 30, 2020  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 20-092  
Testing Services

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND READ ALOUD.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after the Commissioners Court awards.

Requests for information must be in  
writing and directed to:  
Jaime Kovar  
Interim County Purchasing Agent  
[Jaime.Kovar@fortbendcountytexas.gov](mailto:Jaime.Kovar@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**  
**Vendor Information**

Jaime Kovar  
 Interim County Purchasing Agent


Office (281) 341-8640

Legal Company Name (top line of W9)	Fort Bend Family Health Center, Inc.		
Business Name (if different from legal name)	AccessHealth		
Federal ID # or S.S. #	74-1951476	DUNS #	055547848
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Tax Exempt Organization	Age in Business? <b>43 years</b>
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes    Ticker Symbol _____		
Remittance Address	400 Austin Street		
City/State/Zip	Richmond, Texas 77469		
Physical Address	400 Austin Street		
City/State/Zip	Richmond, Texas 77469		
Phone/Fax Number	Phone: 281-633-3165      Fax: 281-633-3194		
Contact Person	Michael R. Dotson		
E-mail	MDotson@myaccesshealth.org		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> Certification # _____ SBE-Small Business Enterprise <input type="checkbox"/> Certification # _____ HUB -Texas Historically Underutilized Business <input type="checkbox"/> Certification # _____ WBE-Women's Business Enterprise <input type="checkbox"/> Certification # _____		
Company's gross annual receipts	<\$500,000	<input type="checkbox"/>	\$500,000-\$4,999,999 <input type="checkbox"/>
	\$5,000,000-\$16,999,999	<input type="checkbox"/>	\$17,000,000-\$22,399,999 <input type="checkbox"/>
	>\$22,400,000	<input checked="" type="checkbox"/>	
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name	Michael R. Dotson		
Title	Chief Executive Officer		
Date	6/29/20		

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**


**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.  
  
If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 PM on the date specified, unless stated otherwise on page one. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Department, 301 Jackson, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or

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other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Interim County Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: [Jaime.kovar@fortbendcountytexas.gov](mailto:Jaime.kovar@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Monday, June 22, 2020 at 3:00PM (CST)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

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- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

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- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.21 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.22 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.23 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.24 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

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- 1.25 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.26 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.27 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.28 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.29 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.30 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

- 1.31 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.32 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.33 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon seven (7) days or fifty-six (56) hours written notice to either party unless otherwise specified.
- 1.34 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.35 **Interlocal Participation:** Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.36 **Modifications:** This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both

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parties hereto.

**2.0 TERMS & CONDITIONS:**

- 2.1 **Seller to Package Goods:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 **Shipment Under Reservation Prohibited:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 **Delivery Terms:** F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 **Place of Delivery:** The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 **Invoices and Payments:**
  - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.


- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as

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applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the

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performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.


**3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendor(s) to provide COVID-19 testing services, which meets or exceeds the specifications as specified herein and serves the best interest to the County. Respondent is responsible for complying with any and all Federal and State rules and regulations.

**4.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 4.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 4.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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**5.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

**6.0 TEXAS ETHICS COMMISSION FORM 1295:**

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/filinginfo/1295/>

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read: Fort Bend County.

6.2.2 Identification number used by the governmental entity is9: B20-092.

6.2.3 Description is the title of the solicitation: COVID-19 Testing Services.

6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

**7.0 Insurance: (failure to provide is automatic disqualification)**

7.1 All respondents must submit, with Bid, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with submission, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

7.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such

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insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 7.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 7.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 7.2.5 Medical Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

**8.0 Indemnification:**

Respondent shall indemnify and hold harmless County against all liability for damages arising from activities of Respondent, its agents, servants or employees, performed under this agreement to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the

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Respondent, its agents, servants, employees, consultants under contract, or another entity over which the Respondent exercises control. Respondent agrees to reimburse County for reasonable attorney's fees in proportion to Respondent's liability.

- 8.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 8.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 8.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 8.4 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.5 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 8.6 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

#### **9.0 FEDERAL CLAUSES:**

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the

simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

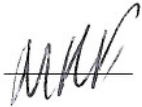
- 9.1 Americans with Disabilities Act (ADA) – Contractor shall comply with all federal, state, County, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.
- 9.2 Drug-Free Workplace – Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to ensure that the County maintains a drug-free workplace.
- 9.3 Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary affirmative steps to assure that qualified small, minority firms, women’s business enterprises, and labor surplus area firms are used when possible by:
  - 9.3.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 9.3.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 9.3.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - 9.3.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - 9.3.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  - 9.3.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (1) through (5) above.
- 9.4 Equal Employment Opportunity –This requirement applies to all contracts involving a “federally assisted construction contract”. “Construction work” is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. Contractors must adhere to any Federal implementing regulations

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and other requirements that the Department and the FEMA have with respect to nondiscrimination

- 9.4.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 9.4.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 9.4.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 9.4.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 9.4.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 9.4.6 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and

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remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

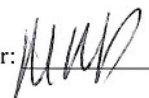
9.4.7 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.5 Contract Work Hours and Safety Standards Act –

9.5.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek as may be required by law.

9.5.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

9.5.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its



own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

9.5.4 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

9.6 Clean Air Act and the Federal Water Pollution Control Act –

9.6.1 Clean Air Act – The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9.6.2 Federal Water Pollution Control Act – The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9.7 Energy Policy and Conservation Act – Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

9.8 Debarment and Suspension –

9.8.1 The Contractor certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180 which states that a contract award in any tier must not be

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made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

- 9.8.2 This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.8.3 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9.9 Byrd Anti-Lobbying Amendment – Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 9.10 Political Activities – Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

9.11 Procurement of Recovered Materials – Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

9.12 Access to Records

9.12.1 The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

9.12.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

9.12.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9.13 DHS Seal, Logo, and Flags – The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

9.14 Compliance with Federal Law, Regulations, and Executive Orders – The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9.15 No Obligation by Federal Government – The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

9.16 Program Fraud and False or Fraudulent Statements or Related Acts – The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.



9.17 Civil Rights and Non-Discrimination – During the performance of this contract, the Contractor agrees as follows:

9.17.1 Nondiscrimination on the Basis of Race, Color, and National Origin – Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA’s implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department’s implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9.17.2 Nondiscrimination on the Basis of Sex – Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA’s implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and the Department’s implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

9.17.3 Nondiscrimination on the Basis of Disability – Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

9.17.4 Nondiscrimination on the Basis of Handicap – Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA’s implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to,



discrimination under any program or activity receiving Federal financial assistance.

9.17.5 Nondiscrimination on the Basis of Age – Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

9.17.6 Nondiscrimination on the Basis of Limited English Proficiency – Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

9.18 Contracting with Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women’s business enterprises, and labor area surplus firms are used when possible by:

9.18.1 Placing small and minority businesses and women’s business enterprises on solicitation lists;

9.18.2 Assuring that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources;

9.18.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

9.18.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;

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9.18.5 Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

9.18.6 Contractor must require subcontractors to take the five affirmative steps described in 1-5 above.

9.19 Environmental and Historic Preservation Protections

9.19.1 Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third-party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.

9.19.2 Contractor shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

9.20 Disaster Reservists – Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

9.21 False Statements Act – Contractor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

9.22 Fraud Waste and Abuse – Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or

similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

- 9.23 Prompt Payment – The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment for that work from County . In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work is satisfactorily completed.
- 9.24 Retention of Records – The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- 9.25 Veteran Preference – The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

**10.0 SPECIFICATIONS FOR MOBILE TESTING SERVICES and PRICING:**

- 10.1 Contractor shall provide all necessary administrative oversight of testing services to include (but not limited to): staffing and managing the call center, nurse triage, scheduling testing service appointments, unique coding system, and all other administrative requirements for mobile testing during all hours of operation.
- 10.2 Contractor shall provide COVID-19 testing service to any individual who has completed the County’s pre-screening process, regardless of symptoms, unless and until otherwise directed by the County Health and Human Services Director. Upon receipt of an online questionnaire or receiving a call by an individual/ individuals requesting to get tested, contractor will schedule an appointment over a phone call and issue the individual a unique code to be presented at the testing site.

Initials of Bidder:



- 10.3 If the County Health and Human Services Director determines that prioritization becomes necessary for testing eligibility, Contactor shall provide COVID-19 Testing Service to individuals in accordance with the most recently updated Centers for Disease Control (CDC) priority criteria which may include, but not limited, to:
- 10.3.1 Symptoms: to include (but not limited to): fever, cough, wheezing, malaise, headaches, cough, shortness of breath, nasal congestion, diarrhea, and other selected symptoms determined to be associated with COVID-19; or
  - 10.3.2 Population: to include (but not limited to): healthcare professionals, first responders, the elderly, individuals with multiple chronic diseases, and other selected members of the community; or
  - 10.3.3 Exposure: either living with an individual quarantined due to COVID-19 or has been in direct contact with a suspected or confirmed COVID-19 case.
- 10.4 Contractor shall provide all necessary testing service staff to administer testing services to include (but not limited to): receipt, storage, performance of testing and lab transfer of all test kits.
- 10.5 Contractor shall provide all the necessary staff, COVID-19 tests and medical testing supplies to operate mobile testing and perform COVID-19 testing of eligible individuals. County to provide personal protection equipment.
- 10.6 Contractor should obtain supplies sufficient to conduct testing on up to 200 clients each day during weekdays and 100 clients on Saturdays at each designated location directed by the County and have a relationship with a reliable certified laboratory specifically for COVID-19 specimen processing and provision of results as directed by the County.
- 10.7 Contractor shall provide medical oversight by a licensed medical provider to offer final approval of individuals deemed to be selected for mobile testing services.
- 10.8 Contractor will administer mobile testing at no cost to the individual being tested. Contractor may request medical insurance information from those tested for documentation purposes only and shall not submit bills for service to insurance.
- 10.9 Contractor shall provide to County all required and available documentation associated with all testing results no longer than one (1) business day of such positive testing results and within two (2) business days of receipt of a negative testing result. County maintains all responsibility for all contact tracing requirements associated with positive testing results.




- 10.10 Contractor agrees to provide Fort Bend County Health and Human Services the documentation of positive lab results and the names and complete demographic data for all clients with positive results so that contact tracing can begin immediately after patient notification. This notification must occur on the same business day as the lab results are provided to Contractor. If results are provided at the end of the day, they must be provided as soon as possible on the next business day.
- 10.11 Contractor shall obtain signed consents from all individuals being tested and provide copies of same to County.
- 10.12 Contractor will ensure individuals testing positive for COVID-19 are referred and linked to proper medical services.
- 10.13 Contractor acknowledges and agrees that as the provider of the testing, which is a medical service, that Contractor is the covered entity subject to HIPAA and has the responsibility to obtain consent and safeguard the PHI in its possession for the individuals they service pursuant to this bid. Contractor acknowledges and agrees that Contractor is required to report certain testing information to County pursuant to Texas Health and Safety Code 81.
- 10.14 Contractor will protect the confidentiality of individuals receiving COVID-19 testing, in accordance with all federal, state and local law concerning medical privacy.

Bid price, per mobile test administered, inclusive of all costs, labor and supplies, as described above. No minimum volume is guaranteed:

\$ 66.31 /each

**11.0 SPECIFICATIONS FOR TESTING AT DESIGNATED SITES and PRICING:**

- 11.1 Contractor shall provide all necessary administrative oversight of testing services to include (but not limited to): staffing and managing the call center, nurse triage lines, scheduling testing service appointments, unique coding system, and all other administrative requirements on premises during all hours of operation. County may provide additional staffing at its own expense should the need arise
- 11.2 Contractor shall provide COVID-19 testing service to any individual who has completed the County's pre-screening process, regardless of symptoms, unless and until directed otherwise by the County Health and Human Services Director. Upon receipt of an online questionnaire or receiving a call by an individual/ individuals requesting to get tested, contractor will schedule an appointment over a phone call and issue the individual a unique code to be presented at the testing

Initials of Bidder: 

site.

- 11.3 If the County Health and Human Services Director determines that prioritization becomes necessary for testing eligibility, Contactor shall provide COVID-19 Testing Service to individuals in accordance with the most recently updated Centers for Disease Control (CDC) priority criteria which may include, but is not limited, to:
- 11.3.1 Symptoms: to include (but not limited to): fever, cough, wheezing, malaise, headaches, cough, shortness of breath, nasal congestion, diarrhea, and other selected symptoms determined to be associated with COVID-19; or
  - 11.3.2 Population: to include (but not limited to): healthcare professionals, first responders, the elderly, individuals with multiple chronic diseases, and other selected members of the community; or
  - 11.3.3 Exposure: either living with an individual quarantined due to COVID-19 or has been in direct contact with a suspected or confirmed COVID-19 case.
- 11.4 Contractor shall provide all necessary testing service staff to administer testing services to include (but not limited to): receipt, storage, performance of testing and lab transfer of all test kits.
- 11.5 Contractor shall provide all the necessary staff, COVID-19 tests and medical testing supplies to operate the site(s) and perform COVID-19 testing of eligible individuals. County to provide personal protection equipment.
- 11.6 Contractor should obtain supplies sufficient to conduct testing on up to 200 clients each day during weekdays and 100 clients on Saturdays at each designated site directed by the County and have a relationship with a reliable certified laboratory specifically for COVID-19 specimen processing and provision of results as directed by County.
- 11.7 Contractor shall provide medical oversight by a licensed medical provider to offer final approval of individuals deemed to be selected for testing services.
- 11.8 Contractor will administer testing at no cost to the individual being tested. Contractor may request medical insurance from those tested for documentation purposes only and shall not submit bills for service to insurance.
- 11.9 Contractor shall provide to County all required and available documentation associated with positive testing results no longer than one (1) business day of such all testing results and within two (2) business days of receipt of a negative testing result. County maintains all responsibility for all contact tracing requirements associated with positive testing results.

Initials of Bidder:



- 11.10 Contractor agrees to provide Fort Bend County Health and Human Services the documentation of positive lab results and the names and complete demographic data for all clients with positive results so that contact tracing can begin immediately after patient notification. This notification must occur on the same business day as the lab results are provided to Contractor. If results are provided at the end of the day, they must be provided as soon as possible on the next business day.
- 11.11 Contractor shall obtain signed consents from all individuals being tested and provide copies of same to County
- 11.12 Contractor will ensure individuals testing positive for COVID-19 are referred and linked to proper medical services.
- 11.13 Contractor acknowledges and agrees that as the provider of the testing, which is a medical service, that Contractor is the covered entity subject to HIPPA and has the responsibility to obtain consent and safeguard the PHI in its possession for the individuals they service pursuant to this bid. Contractor acknowledges and agrees that Contractor is required to report certain testing information to County pursuant to Texas Health and Safety Code 81.
- 11.14 Contractor will protect the confidentiality of individuals receiving COVID-19 testing, in accordance with all federal, state and local law concerning medical privacy.

Bid price, per test administered, inclusive of all costs, labor and supplies, as described above. No minimum volume is guaranteed:

\$ 66.31 /each


**12.0 TERM:**

The term of this contract is from the time of execution of both parties through December 31, 2020. Either party for any reason may terminate this contract by giving seven (7) days or fifty-six (56) hours written notice of the intent to terminate.

**13.0 REQUIRED FORMS:**

All bidders are required to complete the attached and return with their submission:

- 13.1 Vendor Form
- 13.2 W9 Form

Initials of Bidder: 

Fort Bend County Bid 20-092

13.3 Tax Form/Debt/Residence Certification

13.4 No Bid Questionnaire

**14.0 ENCLOSURE:**

14.1 Fort Bend County Travel Policy

**Contract Sheet  
BID 20-092**

**THE STATE OF TEXAS  
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 7 day of July, 2020,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and  
Fort Bend Family Health Center, Inc. (hereinafter designated Contractor).

**(company name)**

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **COVID-19 Testing Services** which are  
hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute  
the full agreement and contract between parties and for furnishing the items set out and described; the County agrees  
to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a  
purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 7 day of July 2020.



**Fort Bend County, Texas**

County Judge KP George

By: \_\_\_\_\_  
**County Judge, KP George**

By:  \_\_\_\_\_  
**Signature of Contractor**

By: Michael R. Dotson, CEO  
**Printed Name and Title**



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): 17419514769

Company Name submitting Bid/Proposal: Fort Bend Family Health Center, Inc.

Mailing Address: 400 Austin Street, Richmond, Texas 77469

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business  
N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	<u>N/A- tax exempt</u>
_____	_____
_____	_____
_____	_____

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes  No      If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Fort Bend Family Health Center, Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Richmond, Texas.  
[Company Name] [City and State]

# Annex B

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

### LODGING (In and Out of State):

#### Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts) based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: [https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year).

**Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

**Fees not allowable:** Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation** – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

## MEALS:

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## TRANSPORTATION:

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's [REDACTED] The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**

● [REDACTED]  
● [REDACTED]  
● [REDACTED]

**Avis:**

● [REDACTED]  
● [REDACTED]

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

**EXCLUSIONS:**

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.



# CORONAVIRUS COVID-19 AFTER TESTING INSTRUCTIONS



You will receive a call from (281)238-2363 with test results when they are available.

## What should you do about work while you wait for test results?

- Please inform your supervisor at work that you have been tested for COVID-19 and note the date of testing.
- If you are **experiencing symptoms**: Notify your supervisor and stay home.
- If you are **not experiencing symptoms**: Request guidance from your supervisor about working options, until you know your test results.
- Avoid using public transportation, ride-sharing or taxis when traveling.

## What should you do to protect yourself while you wait for test results?

- Wash your hands often with soap and water for at least 20 seconds. Clean your hands with an alcohol-based hand sanitizer containing at least 60% alcohol if soap and water are not available.
- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose and mouth with unwashed hands.
- Clean all “high-touch” surfaces daily. High-touch surfaces include counters, tabletops, doorknobs, bathroom fixtures, toilets, phones, keyboards, tablets and bedside tables.
- Cover cough and sneezes.
- If available, wear a facemask if you are sick.

When you receive a call from (281)238-2363, please answer. We will attempt two follow-up calls. If you have not received your test results in 7 business days, please email [testresults@myaccesshealth.org](mailto:testresults@myaccesshealth.org) or call (281)238-2363.

### Monitor any symptoms:

- Note the day any new symptoms begin.
- Check your own temperature two times a day.
- Keep a daily record of fever, cough and additional respiratory symptoms.
- Seek further evaluation from a healthcare provider via telemedicine or an in-person if your symptoms get worse. **Call ahead before visiting your doctor** and tell them you have been tested for COVID-19.
- Even if you don't experience symptoms, you might make others sick.

### Seek medical attention immediately if you develop any of the following emergency warning signs for COVID-19 or other medical emergencies:

- Extremely difficult breathing
- Bluish lips or face
- Constant pain or pressure in the chest
- Severe constant dizziness or lightheadedness
- Acting confused
- Difficult to wake up
- Slurred speech (new or worsening)
- New seizure or seizures that won't stop

This is not all-inclusive. Please consult your medical provider for any other symptoms that are severe or concerning.

For medical emergencies, call 911 & notify the dispatch personnel that you may have COVID-19.

For any feedback or general questions, please email [covidinfo@myaccesshealth.org](mailto:covidinfo@myaccesshealth.org).

MORE INFORMATION VISIT: [WWW.FBCHEALTH.ORG](http://WWW.FBCHEALTH.ORG) or [WWW.MYACCESSHEALTH.ORG/CORONAVIRUS](http://WWW.MYACCESSHEALTH.ORG/CORONAVIRUS)



## Instrucciones después de hacerse la prueba de Coronavirus COVID-19



Recibirá una llamada del teléfono (281)238-2363 con los resultados de la prueba cuando estén disponibles.

### ¿Qué debe hacer con respecto al trabajo mientras espera los resultados de la prueba?

- Informe a su supervisor en el trabajo que ha sido examinado para COVID-19 y anote la fecha de la prueba.
- Si tiene síntomas: notifique a su supervisor y quédese en casa.
- Si no experimenta síntomas: solicite orientación de su supervisor sobre las opciones de trabajo, hasta que sepa los resultados de su prueba.
- Evite el uso de transporte público, transporte compartido o taxis cuando viaje.

### ¿Qué debe hacer para protegerse mientras espera los resultados de la prueba?

- Lávese las manos con frecuencia con agua y jabón durante al menos 20 segundos. Lávese las manos con un desinfectante para manos a base de alcohol que contenga al menos un 60% de alcohol, si no tiene agua y jabón disponibles.
- Evitar el contacto cercano con personas que están enfermas.
- Evite tocarse los ojos, la nariz y la boca con las manos sin no se las ha lavado.
- Limpie todas las superficies de "alto contacto" diariamente. Las superficies de alto contacto incluyen mostradores, mesas, perillas de las puertas, accesorios de baño, inodoros, teléfonos, teclados, tabletas y mesitas de noche.
- Cubra la tos y los estornudos.
- Si tiene una mascarilla disponible, úsela si está enfermo.

Cuando reciba una llamada de (281)238-2363, responda. Intentaremos dos llamadas de seguimiento. Si no recibió los resultados de su prueba en 7 días hábiles, envíe un correo electrónico a [testresults@myaccesshealth.org](mailto:testresults@myaccesshealth.org) o llame al (281)238-2363.

### Monitoree cualquier síntoma:

- Tenga en cuenta el día en que comience cualquier síntoma nuevo.
- Tome su propia temperatura dos veces al día.
- Mantenga un registro diario de medidas de fiebre, tos y síntomas respiratorios adicionales.
- Busque una evaluación adicional de un proveedor de atención médica a través de telemedicina o en persona si sus síntomas empeoran. Llame con anticipación antes de visitar a su médico y dígalos que le han realizado una prueba de COVID-19.
- Incluso si no experimenta síntomas, puede contagiar a otros.

### Busque atención médica de inmediato si desarrolla cualquiera de las siguientes señales de advertencia de emergencia para COVID-19 u otras emergencias médicas:

- Respiración extremadamente difícil
- Labios o cara azulados
- Dolor constante o presión en el pecho
- Mareos o aturdimiento severos y constantes
- Confusión
- Dificultad para despertarse
- Dificultad para hablar (nueva o que empeora)
- Convulsiones nuevas o convulsiones que no se detengan

Esto síntomas no se presentan todos al mismo tiempo. Consulte a su proveedor médico para cualquier otro síntoma que sea grave o preocupante.

Para emergencias médicas, llame al 911 y notifique al personal de despacho que puede tener COVID-19. Para cualquier comentario o pregunta general, envíe un correo electrónico a [covidinfo@myaccesshealth.org](mailto:covidinfo@myaccesshealth.org)  
MÁS INFORMACIÓN VISITE: [WWW.FBCHEALTH.ORG](http://WWW.FBCHEALTH.ORG) or [WWW.MYACCESSHEALTH.ORG/CORONAVIRUS](http://WWW.MYACCESSHEALTH.ORG/CORONAVIRUS)

# FAQs about Fort Bend County COVID-19 Testing



## 1 What type of test is administered?



The tests at our sites are LabCorp PCR tests administered using swabs. For more details about the test, visit <https://www.labcorp.com/tests/139900/2019-novel-coronavirus-covid-19-naa>

## 2 We did the online questionnaire or left a voicemail. When can we expect a call?



We are trying to return calls expeditiously, please allow up to 2 business days for us to contact you. Please call 911 if you are experiencing life-threatening symptoms.

## 3 When can I expect to receive my results?



Please wait for a minimum of 3 business days for us to call with your results. After 3 business days you can call (281)238-2363 to check and see if they're available.

## 4 I was tested positive, when can I get a test again?



You will need to wait a minimum of 15 days before being tested again. Please call Fort Bend County Health and Human Services at (281) 633-7795 to schedule.

## 5 Can I get a copy of my results?



Yes, you can get them faxed, mailed or arrange a pick-up. The best time to ask for your results is when you receive a call from the Provider team with your results. If they already called please email [testresults@myaccesshealth.org](mailto:testresults@myaccesshealth.org).

If you have any feedback or general questions, please email [covidinfo@myaccesshealth.org](mailto:covidinfo@myaccesshealth.org)  
If you have questions regarding your test results, please email [testresults@myaccesshealth.org](mailto:testresults@myaccesshealth.org)





# Proceso de examen COVID-19



## COMPLETA LA CONSULTA

1. Visite la pagina [www.fbchealth.org](http://www.fbchealth.org) para programar una cita en línea y un representante se comunicará con usted. Llame al 281-238-2363 si no tiene internet.



## PROCEDA A LA INSTALACIÓN PARA LA PRUEBA

2. Proceda a las instalaciones para la prueba a la hora programada. Traiga su identificación con fotografía y cualquier otra información solicitada. Necesitará su código de acceso para acceder al sitio de prueba. Si no tiene un código, no será evaluado.



# Proceso de examen COVID-19



## COMPLETA LA CONSULTA

1. Visite la pagina [www.fbchealth.org](http://www.fbchealth.org) para programar una cita en línea y un representante se comunicará con usted. Llame al 281-238-2363 si no tiene internet.



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2. Proceda a las instalaciones para la prueba a la hora programada. Traiga su identificación con fotografía y cualquier otra información solicitada. Necesitará su código de acceso para acceder al sitio de prueba. Si no tiene un código, no será evaluado.



# Testing Process COVID-19



- 1. COMPLETE CONSULTATION**  
Go to [www.fbchealth.org](http://www.fbchealth.org) to schedule online and a representative will contact you. Call 281-238-2363 if you do not have internet.



- 2. PROCEED TO TESTING FACILITY**  
Proceed to testing facility at your scheduled time. Bring your photo ID and other information as requested. You will need your testing site access code. If you don't have a code you will not be tested.



# Testing Process COVID-19



- 1. COMPLETE CONSULTATION**  
Go to [www.fbchealth.org](http://www.fbchealth.org) to schedule online and a representative will contact you. Call 281-238-2363 if you do not have internet.



- 2. PROCEED TO TESTING FACILITY**  
Proceed to testing facility at your scheduled time. Bring your photo ID and other information as requested. You will need your testing site access code. If you don't have a code you will not be tested.

## Notice of Client Privacy Rights

**TO OUR CLIENTS:** This notice tells how health information about you may be used and released and what your rights are about your information. **Please read it carefully.**

This notice applies to all of the records of your care created by AccessHealth whether made by the center or another provider that is related to the center. Our policies for protecting your health information apply to doctors, nurses and other health care staff who have a need to know to provide care to you. These policies apply to all areas of the center including all center staff, the front desk, billing, and administration. It also applies to any organization or individual with whom we contact for services, such as referral providers.

**Your Protected Health Information.** As our patient, we create paper and electronic medical records and documents concerning you and your health, as well as the care and services we provide to you. We need this record to provide the best care and to comply with certain legal requirements. We are required by law to:

- make sure that your protected health information is kept private,
- provide you with this Notice of Client Privacy Rights, and
- make sure the law and your legal rights are in effect.

### YOUR PRIVACY RIGHTS

**You have the right to:**

- **Request Confidential Communications from us.** We will not release your health information except as described in this notice. You may ask us to contact you at a different address or phone number. You may ask us to limit the number or type of people who have access to your health information. If you don't want us to contact you at your current address or phone number, **YOU MUST TELL US**. Please make this request in writing to AccessHealth, ATTN: Manager, Medical Records or call 281.633.3143.
- **Inspect and Copy your Health Information.** You may ask to review and get a copy of health information about you that the center keeps for as long as we have it. If you request to review your health information, we will determine whether to allow you to review some or all of the health information you ask for. We may charge a fee for any copies that you ask for. Please make this request in writing to AccessHealth, ATTN: Manager, Medical Records or call 281.633.3143.
- **Request a limit to the health information we disclose.** You may ask us not to use or disclose your health information. Your request must describe the specific limits you are requesting. We may deny your request. Please make this request in writing to AccessHealth, Attn: Manager, Medical Records or call 281.633.3143.
- **Change your health information, if you feel it is wrong or not complete.** You may request that we amend the health information the center keeps. If we accept your request to change your health information, the change will become a permanent document in your health care record. Please make this request in writing to AccessHealth, Attn: Manager, Medical Records or call 281.633.3143.
- **Request a list of to whom and when we have released your health information.** You can request a list of releases of your health information that the center has made. This list will not include routine releases of your health information for the treatment, payment, or business operations purposes described in this notice. Please make this request in writing to AccessHealth, Attn: Manager, Medical Records or call 281.633.3143
- **Receive Confidential Services from us.** We are required to protect your privacy while you are in our buildings. We cannot disclose to anyone whether or not you are a client of AccessHealth, if you have an appointment or if you are in our building. If you are expecting someone to call or come by for you, to give you a ride, or to be with you during your appointment, **YOU MUST TELL US** by calling 281.342.4530. **We must have your permission to disclose this information.**
- **Receive a paper copy of this notice from us.** You may request a copy of this notice at any time by calling 281.342.4530.

### HOW WE MAY USE AND RELEASE YOUR PERSONAL HEALTH INFORMATION

- **Treatment.** We use information about you to provide your healthcare treatment or services now or in the future. We may, and most likely will, release your information to doctors, nurses, and other healthcare personnel who are involved in your care.
- **For Auditing Purposes:** We may release your information for auditing purposes of any Institutional, State, or Federal program, as applicable. These programs may include, but are not limited to, the IPAP (Institutional Patient Assistance Program) Bulk Replenishment Programs, DSHS Primary Health Care Program, HHSC Family Planning Program, HHSC Healthy Texas Women's Program, etc.
- **Payment.** We may use and release medical information about services and procedures provided to you so they may be billed and collected from you, your insurance company or a third party reimbursement entity such as Workers' Comp.

- **Operational (Business) Uses.** We may use and release your health information in order to operate the center efficiently and make sure our patients receive quality care.
- **Appointment reminders.** We may use and release your health information to contact you to remind you about appointments or for medical care that you need to receive. We may mail postcards to your mailing address or leave a message at the phone number you have given us. We may leave messages on your answering machine or with friends or relatives who answer the phone. **IF YOU DO NOT WANT TO BE CONTACTED THIS WAY, YOU MUST TELL US.**
- **Required by Law.** We will disclose medical information about you when required to do so by federal, state or local law.
- **Victims of Abuse, Neglect or Domestic Violence.** We may release your health information to law enforcement, social services, or other government agencies authorized to receive the report if we have reason to believe that you are a victim of abuse, neglect, or domestic violence.
- **Workers' Compensation.** We may release your information if required by Workers' Compensation laws and other similar laws and regulations. **Emergency Organizations.** In an emergency, we may release information about you for disaster relief so that your family can be notified about your condition, status and location.
- **Lawsuits and Disputes.** If you are involved in a lawsuit or dispute, we may release your health information in response to a court subpoena, court order, discovery request or other lawful process by someone else involved in the dispute.
- **Law Enforcement.** In response to a court order, subpoena, warrant, summons or other similar process, we may release your health information to law enforcement officials. This could be done in an effort to assist in identifying or locating a suspect, witness or missing person. This could also be done to share information about a victim of a crime, a death believed to involve criminal actions, criminal conduct in progress or crimes committed on Center premises. This could also be done in emergency situations in reporting a crime or sharing details about a crime.
- **To Prevent a Serious Threat to Health or Safety.** We may use and disclose your health information to persons who need to know when necessary, to prevent a serious threat to either your health or safety or the health and safety of others.
- **Organ and Tissue Donation.** If you are an organ donor, we may release medical information to organizations that handle organ procurement and transplantations.
- **Public Health Issues and Risks.** We may report your health information as required by law or by your authorization concerning certain health conditions to prevent or control disease, injury or disability, births and deaths, child or elder abuse or neglect, reactions to medications or products, recalls of products and notice of exposure to a condition.
- **Investigations and Government Activities.** We may release your health information to a local, state or federal agency for oversight activities authorized by law that may concern inspections, licensure, illegal conduct, or compliance with other laws and regulations including civil rights laws.
- **Coroners, Medical Examiners and Funeral Directors.** We may release your health information to a coroner or medical examiner or funeral directors as necessary for them to carry out their duties.
- **Military and National Security.** If you currently serve in the military or are a veteran, we may release your health information to the military upon proper request. We may also disclose your information to federal officials conducting national security and intelligence activities.
- **Research.** We may take part in research about the use of certain treatment protocols that have proper governmental and center approval. In that case, we would secure your informed consent that will identify all aspects of your involvement, risks and benefits and possible release.

#### CHANGES TO THIS NOTICE

**Changes to this Notice.** We reserve the right to change this notice at any time. We will post a copy of the current notice in the center with the effective date in the upper right hand corner of the first page. You may request a copy of the current notice each time that you visit the center for services or by calling the center and requesting that the current notice be sent to you in the mail.

#### YOUR RIGHT TO COMPLAIN

**Complaints.** If you believe that your privacy rights have been violated, you may file a complaint with the center or with the Secretary of the Department of Health and Human Services. All complaints must be submitted in writing, and all complaints will be investigated. You may ask any staff person to give you a complaint form.

#### PRIVACY CONTACT INFORMATION



If you have any questions about this notice or wish to file a complaint, please contact the center's Privacy Officer/Chief Operations Officer:

**Address:** 400 Austin Street, Richmond, Texas 77469

**Telephone:** 281/342.4530, Ext. 3124

Material Safety Data Sheets are all on-line and accessible.

Log In
Edit Memory
Help Center

Safety Center
MSDS Search

- All Products
- Locations
- Manufacturers
- MSDSonline Search

### All Products

Search by Product Name, Manufacturer, CAS#, and/or Product Code or search by indexed fields: Ingredient, Ingredient CAS#, UNNA#, D# Q Advanced Search

Locations: Select Location	Groups: Select Group	Product Data: Select Product Data
Product Status: Active	Custom Module: <input type="text"/>	

Product name starts with: A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 0-9 #+ =

335 Products Export Sort By: Last Added

	Product	Revision Date	Product CAS #	Custom 1
1	<div style="display: flex; align-items: center;"> <span>Febreze Air Effects - Linen &amp; Sky</span> </div> <p style="font-size: 0.8em; margin: 0;">                     Febreze Air Effects - Moroccan Bazaar (92350914_RET_NG)                      Febreze Air Effects - Gain Moonlight Breeze (92350916_RET_NG)                      Febreze Air Effects - Brazilian Carnival (92350916_A_RET_NG)                      Febreze Air Effects - Cranberry Cheer (92350998_RET_NG)                 </p> <p style="font-weight: bold; font-size: 0.8em; margin: 0;">Manufacturer: Procter &amp; Gamble</p>	03/26/2020		

# Community Resources for COVID-19

Below you will find organizations that offer assistance, food, and other resources. If you have questions about any of the listings, please contact the company/organization directly.

## General Information & Questions

- Individuals with questions about COVID-19 can call the Texas Health and Human Services Call Center (281) 633-7795
- Hours of Operation: Monday – Friday, 8 AM – 8 PM & Saturday – Sunday, 10 AM – 2 PM
- United Way – 211 – Dial 6
- AccessHealth Clinics are open! Visit: [myaccesshealth.org](http://myaccesshealth.org) for hours & locations

## Food & Supplies Distribution

**Rosenberg Richmond Helping Hands**  
902 Collins Rd. Richmond, TX 77469  
Phone #: 281-232-4904

**Guadalupe Catholic Church**  
1600 Avenue D, Rosenberg, TX 77471  
Phone #: 281-232-5113

**Second Mile**  
1135 Highway 90A, Missouri City, TX 77489  
Phone #: 281-261-9199

**Friends of North Richmond**  
1305 Clay St., Richmond, TX 77469  
Phone #: 281-762-2068

**Friends of Sundown**  
20111 Saums Rd. Katy, TX 77479  
contact: [leslie@attackpoverty.org](mailto:leslie@attackpoverty.org)

**Catholic Charities Mamie George Community Center**  
1111 Collins Road, Richmond, TX 77469  
Phone #: 281-202-6200

**Mustang Community Center**  
4521 FM 521 Rd, Fresno, TX 77545  
Contact: [roy@attackpoverty.org](mailto:roy@attackpoverty.org)

**Grace Community Fellowship**  
2705 Richmond St, Needville, TX 77461  
Contact: [melissa@partners4good.com](mailto:melissa@partners4good.com)

**Friends of North Rosenberg**  
503 3rd St, Rosenberg, TX 77471  
Phone #: 832-471-6090

**Victory Life Church International**  
3501 B.F. Terry Blvd Rosenberg, TX 77471  
Phone #: 281-7769673

**Lamar CISD & Fort Bend ISD have lunches available for children, visit [myaccesshealth.org/communityresourcesforcovid19](http://myaccesshealth.org/communityresourcesforcovid19) for more information**

## Internet & Tech

**Free Internet with Spectrum**  
Free for 60 days for households with K-12 or College students. To enroll in service call 1-844-488-8395. Installation fees will be waived.

**Free Internet with Comcast**  
New Internet Essentials customers will receive two free months of Internet service. Visit: [internetessentials.com/covid19](http://internetessentials.com/covid19)

**COMP-U-DOT**  
They are offering rentable computers to families without a device free of charge. For more information, visit [compudot.org/covid](http://compudot.org/covid)

## Disaster Unemployment

If your employment has been affected by the coronavirus (COVID-19), apply for benefits either online at any time using Unemployment Benefits Services or by calling TWC's Tele-Center at 800-939-6631 from 8 a.m.-6 p.m. Central Time Monday through Friday.

## Business Loans

U.S. Bank is offering reduced pricing on personal and business loans for persons affected financially impacted by COVID-19. For more information: Call 1-888-287-7817, or visit [usbank.com/splash/covid-19](http://usbank.com/splash/covid-19)

## Healthcare & Counseling Services

AccessHealth Clinics are open and seeing adults and children for medical visits. Telehealth and Teletherapy Services are now available. For more information call 281-342-4530.

**For more information, visit: [www.myaccesshealth.org/communityresourcesforcovid19](http://www.myaccesshealth.org/communityresourcesforcovid19)**

# General Patient Consent

## Consent to Treat

Initial \_\_\_\_\_ I hereby voluntarily consent to all healthcare services ordered/provided by AccessHealth providers at the AccessHealth service locations. The health care service may include, without limitation, routine physical and mental assessment; diagnostic and monitoring tests and procedures; examinations and medical and/or dental treatment; routine laboratory procedures and test; x-rays and other imaging studies; administration of medications; and procedures and treatments prescribed by the center's healthcare providers. The health care services also may include counseling necessary to receive appropriate services including family planning (as defined by federal laws and regulations).

I consent to examinations, treatments, procedures and blood tests ordered by the healthcare provider, which may include blood tests for diseases such as hepatitis and HIV/AIDS.

I understand that I am consenting to vaccines to be administered according to my provider's recommendation, unless I choose to refuse at that time.

I understand that if this consent is being signed on behalf of a minor, I may be required to sign a separate paternal consent form in order for the minor to receive family planning services.

I understand that there are certain hazards and risks connected with all forms of treatment, and my consent is given knowing this.

I understand that this consent is valid and remains in effect until I withdraw my consent, which may be done in writing at any time or until the center changes its services and ask me to complete a new consent form.

I understand that if this consent is being signed on behalf of a minor, this consent is valid until the minor turns 18, at which time the minor must consent for services on his/her own behalf.

## Consent Provisions

My initials on this form indicate that:

1. I certify that I have read and fully understand the foregoing consent and that the facts indicated above are true.
2. I realize that although every effort will be made to keep all risks and side effects to a minimum, risks, side effects, and complications can be unpredictable both in nature and severity.
3. I understand that Resident Physicians may be involved in treatment and I consent thereto.
4. I understand that midlevel providers (Physicians Assistants and Advanced Practice Registered Nurses) may be involved in treatment and I consent thereto.
5. I understand that I may be asked to sign a separate informed consent form for certain treatment(s) that require such.
6. I hereby voluntarily give my consent to treatment at AccessHealth.

---

## Consent to Bill Insurance and Collect Payment

Initial \_\_\_\_\_ I understand and agree that health, dental or behavioral health insurance coverage is an agreement between the insurance carrier and myself. I understand that AccessHealth will prepare any necessary reports and forms to assist me in making collections from the insurance company and that any amounts authorized will be paid directly to AccessHealth. However, I clearly understand and agree that all services provided to me are charged directly to me and that I am personally responsible for payment. I authorized AccessHealth to furnish information to insurance carriers concerning my illness and treatments.

I acknowledge my responsibility to pay for that care according to the fees established.

In the event that the patient is a minor, I am the parent and/ or guardian of said patient and I agree that I am responsible for all services provided to the patient herein.

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## HIPAA Acknowledgement of Privacy Practices

Initial \_\_\_\_\_ I have received a copy of AccessHealth's "Notice of Client Privacy Rights." This Notice details the various rights granted to me, the patient, under the Health Insurance Portability and Accountability Act.



**Consent to Release Information**

Initial **May we release test results or appointment information to anyone other than you, (i.e., spouse, child)?**

Yes \_\_\_ No \_\_\_ IF YES, please list first and last name and relationship to you:

Name	Relationship
_____	_____
_____	_____
_____	_____

**Consent to View Prescription History**

Initial I give permission for my medical provider to view all prescriptions filled at other pharmacies using my current prescription insurance plan.

Printed Name of Patient	Patient Date of Birth	Relationship to Patient
_____	_____	_____

Signature of Patient/Guardian or Power of Attorney \_\_\_\_\_ Date \_\_\_\_\_

**Consent for Alternate person to bring Minor Child to Appointment (Leave blank if non-applicable)**

Initial I understand that I, Parent/ guardian, must bring my child to the first appointment with an AccessHealth provider, in order to give a complete medical history. Following the first visit, I give permission for the following individual(s) to bring my child to AccessHealth for treatment. I understand that by giving permission for this individual(s) to bring my child to their appointment the individual(s) is fully authorized to consent to treatment prescribed by the AccessHealth provider.

**Alternate individuals that may bring child to AccessHealth for treatment:**

Name	Relationship
_____	_____
_____	_____
_____	_____

**Interpreter/Translator to complete when applicable:**

I have accurately and completely read/ translated the forgoing document to: \_\_\_\_\_  
in \_\_\_\_\_, the Patient's or Patient's Legal Representative's primary language. S/He understood all of the terms and conditions and acknowledged his/her agreement and consent thereto be signed by the document in my presence.

Printed Name of Interpreter/Translated By \_\_\_\_\_  
Signature of Interpreter/Translated By \_\_\_\_\_ Date \_\_\_\_\_

**Office Use Only**

Printed Name of AccessHealth Representative \_\_\_\_\_ Signature of AccessHealth Representative \_\_\_\_\_ Date \_\_\_\_\_

◀ ☰ ☰ ☰ Last modified ▾

Last 30 days

 Survey COVID_AH Call center - STeam Modified Jun 17, 2020	Active Status	17 Questions	10k Responses
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More than 30 days ago

 Survey COVID_AH_FB County_ Modified May 15, 2020	Active Status	21 Questions	42k Responses
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1 of 1

## Qualtrics Dashboard for COVID screening

# Screenshot of our electronic medical record for scheduling patients and easy tracking

The screenshot displays a scheduling application window titled "Scheduler Book Monday, June 29, 2020". The interface includes a menu bar (File, Edit, Tasks, Reports, Admin, Window, Help) and a toolbar with various icons. The main area shows a weekly schedule for "COVID-19 Taker - Eric" with a "15 Min Interval". The schedule is organized into columns for each day of the week (Sun through Sat) and rows for 15-minute time slots from 7:00 A to 11:15 A. Red horizontal bars indicate scheduled appointments, which are present in most time slots across all days. The interface also features a "Category: (None)" and "Location: (None)" dropdown menu in the top right corner. At the bottom, there are navigation tabs for "Daily", "Weekly List", "Weekly Schedule", "Monthly", and "Multi-View".

COVID-19 Taker - Eric  
COVID-19 Taker  
15 Min Interval

Category: (None)  
Location: (None)

7:00 A  
7:05 A  
7:10 A  
7:15 A  
7:20 A  
7:25 A  
7:30 A  
7:35 A  
7:40 A  
7:45 A  
7:50 A  
7:55 A  
8:00 A  
8:05 A  
8:10 A  
8:15 A  
8:20 A  
8:25 A  
8:30 A  
8:35 A  
8:40 A  
8:45 A  
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10:15 A  
10:20 A  
10:25 A  
10:30 A  
10:35 A  
10:40 A  
10:45 A  
10:50 A  
10:55 A  
11:00 A  
11:05 A  
11:10 A  
11:15 A

Daily Weekly List Weekly Schedule Monthly Multi-View

Peazy Productio NGProd J:WILLIAMS [10] Version 5.92.77 06/29/20 11:34 AM

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Fort Bend Family Health Center, Inc.  
 Richmond, TX United States

**Certificate Number:**  
 2020-633102

**Date Filed:**  
 06/17/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**Date Acknowledged:**  
 07/07/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 B20-092  
 COVID-19 Testing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)